

Mel & Lerah Parker  
P.O.Box 609  
Libby, MT 59923

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EPR-IO

1073600 - R8 SDMS

Nov. 13, 2006

Max Dodson  
Suite 300  
999 18th ST. Denver CO

The Paper Trail

Max:

To encourage you to respond in a more timely matter I feel that my wife and I need to share our Library of information that has been developed over the past seven years that we have been dealing with you folks.

Enclosed is a copy of a letter sent March 26, 2004 by Mr. Paul Kudarausius of VOLPE. I have "Highlighted" that portion of both pages that is relevant to our "concern" and disgusting in how you "Folks do business".

After receiving this letter I wrote to Jim Christiansen in response. However, *Not* receiving an answer I then phoned and wrote to Mr. Kudarauskus. His reply is enclosed as well.

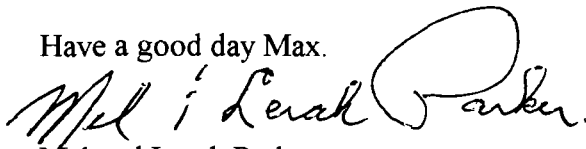
Max, you should read the Reimbursement Agreement first then apply it to the material sent to date. Then form your own opinion on what the intention of your staff seems to be.

Once again, this type of action is "unacceptable", because as you can see it is a "misconception" of what the person signing the document is actually thinking.

Yes, I know Max, "That is the way it is done, because we have so many things to do we have to delegate our responsibility".

**BUT!** In this letter Mr. Christiansen is writing us (incognito) and having Mr. Kudarauskus present it as his personal letter and his thoughts. Quite a switch though isn't it Max! Jim writes the letter and Paul Kudarauskus signs it. This doesn't match up with your assumed comment above..

Have a good day Max.

  
Mel and Lerah Parker

PS. Hopefully you are putting **YOUR** personal expertise and professionalism into these letters of ours.



U.S. Department  
Of Transportation

Research and  
Special Programs  
Administration

John A. Volpe  
National Transportation  
Systems Center

55 Broadway  
Kendall Square  
Cambridge Massachusetts 02142

March 26, 2004

Mr. & Mrs. Parker  
472 Riverview Drive  
Libby, MT 59923

**RE: Re-occupancy of 5000 Highway 37 (Screening Plant)**

Dear Mr. & Mrs. Parker,

The Government was unable to complete the restoration of your property during the 2003 season. We were able to accomplish most items, but due to an early winter, some landscaping items are left for completion in the 2004 season. The Government is in the process of contracting with a landscaper to complete the requirement set forth by the Rainy Creek / Kootenai River Bank Restoration Reclamation / Revegetation Specifications (February 2003).

The pending items that remain to complete include the completion of all hydro seeding, installation of irrigation system, and the maintenance of all landscaping and the irrigation system. After the spring thaw, the Government will then raise all hand-holes to final grade and locate the Rainy Creek River water line that runs under Hwy 37. Upon completion of work around the fence line, all damages to the fence will be repaired. The temporary boat dock will be removed that is located in the river on the North Side of the property. At the completion of all site work, a brief housecleaning effort will occur to ensure all work has been completed. At that time, we will provide you with a final copy of the Screening Plant Restoration Drawings. This copy will include all deviations made to the approved Screening Plant Final Restoration Drawings (March 2003). This drawing will also include the exact location of the septic system distribution box for your septic system records. We will also provide information and documentation regarding your potable water well. Please know that you may access your property at anytime to begin the preparation for your dwellings.

The Government has completed the initial erosion control efforts on the riverside of the property. These efforts included the re-direction of surface water to either the river or Rainy Creek. Per inspection of the site, it has been successful. There has also been an effort on the Rainy Creek Road side of the property to re-direct surface water running off Rainy Creek Road to be diverted to Rainy Creek. This work will be completed on the Rainy Creek Side of the property this year along with the remediation of contaminated material. There is however, additional erosion on the property. The Government will address these areas this year as part of the restoration and maintenance effort.

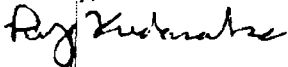
The Government will provide you with a relocation stipend for six months after EPA issues you a "Notice of Availability" for your property, as described in Section I, Paragraph A of your Reimbursement Agreement. The Notice of Availability will be issued when the Government determines that the basic items affecting the riverside portion of the property, as described above, are sufficiently complete to allow you to begin construction of a new dwelling. We expect this to occur this spring. The Notice of Availability does not relieve the Government of maintenance commitments for the screening plant property or the cleanup of the north side of Highway 37.

It serves only as a notice that the Government has determined it is safe and practical for you to begin construction of a new dwelling, and that the temporary relocation assistance period will continue for only six more months. Issuance of the Notice of Availability is not contingent upon completion of cleanup on the north side of Highway 37. Work in this area does not affect your ability to begin construction of a new dwelling and will not cause any unsafe conditions. Please keep in mind that this approach is consistent with all other residential relocations in Libby. Residents are only provided relocation assistance for the time the Government feels it is unsafe for them to occupy their property. Cleanup, restoration, and maintenance work often occur, or continue, at or near occupied properties. Currently, through options, your contract with the Government provides a relocation stipend through September 2004. This contract will be modified if necessary to ensure the Government provides you six months of relocation stipend after issuance of the Notice of Availability. Please note that any damage to landscaping, roads, and other features of the property as a result of your construction work is your responsibility.

The Government will continue payment for the two connex boxes on your property at River Road until the completion of the temporary relocation assistance period. If the boxes are still needed by you, the Government will arrange that the vendor leave the boxes at which time you will be responsible for the monthly bill payment.

Lastly, the Government intends to destroy and dispose of the automobiles that were previously owned by you this year. We will inform you when that work is complete. In the meantime, if you have any questions or concerns, please contact me at 617-494-3940.

Sincerely,



Paul G. Kudarauskas  
Environmental Protection Specialist  
US DOT/RSPA/Volpe Center

CC: Jim Christiansen/EPA  
Peter J. Borowiec/CDM  
File/Parker

# Mel and Lerah Parker

P.O.Box 609.  
Libby, MT 59923

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Phone 406-293-9705  
Fax 406-293-9705

September 20, 2004

Paul Kudarauskus  
Volpe  
55 Broadway, DTS-32  
Cambridge, MA 02142

Dear Paul,

I called you today and left you a message. You called back at 9:30 AM and what you told me was very disheartening, deceitful, non professional, and distasteful.

Our conversation dealt with your next visit to Libby which would be the last week of Sept. 2004 or the 1st week in Oct. 2004. At that time you would review all that remains to be done and all that has been done to date. Then our discussion turned to your letter of March 26, 2004 which you had signed and sent to Jim Christiansen, my wife and I, among others.

We asked you why you did not respond to our letter of Aug. 18, 2004 which challenged your interpretation of the Reimbursement Agreement we have with the EPA which dates back to 2001. The primary concern dealt with the "Notice of Availability" portion of that agreement.

Paul you finally told me that you had not read the Reimbursement Agreement **AT ALL** and that the comments that were made in the March 26, 2004 letter regarding "Notice of Availability" were actually written by Jim Christiansen and not you Paul. You were instructed to include them in your letter of March 26, 2004, for which you signed your name and took credit for all of its contents.

It was at this point in time that I told you, ( Paul Kudarauskus) that we would no longer have any dealings with you relating to the final restoration of our property on Rainy Creek.

Paul, you have lied, and deceived us for the last time. You insult our intelligence and you provide no professional ethics in the handling of our concerns on the return of our property after 5 1/2 years. This manner of conducting business relationship is unacceptable to both my wife and myself.

Sincerely,

Mel & Lerah Parker

PAGE-1

MEL: LERAH PARKER  
P.O. Box-609. LIBBY, MT  
59923

PHONE-1-406-293-9705  
FAX-1-406-293-9705  
AUG-18/04.

MR. JIM CHRISTIANSEN  
REMEDIAL PROJECT MANAGER  
REGION 8 U.S.E.P.A.  
999 - 18<sup>TH</sup> STREET - SUITE-300  
DENVER, CO - 80202-2466

DEAR JIM:

WE HAVE REVIEWED YOUR LETTER OF AUG-10/04  
AND ALSO RECEIVED A COPY OF MR. KUDARNAUSKUS'  
LETTER FROM MARCH-26/04.

LET US CUT TO THE CHASE AND PASS OVER THE FIRST  
THREE PARAGRAPHS SINCE IT IS HIS FOURTH PARAGRAPH  
THAT IS OF CONCERN.

- 1.) PAUL IMMEDIATELY MAKES A REFERENCE TO  
SECTION I - PARAGRAPH "A" OF OUR REIMBURSEMENT  
AGREEMENT WITH THE E.P.A.

PAUL STATES:

THE NOTICE OF AVAILABILITY WILL BE ISSUED  
WHEN THE GOVT. DETERMINES THAT THE BASIC  
ITEMS AFFECTING THE RIVERSIDE PORTION OF  
THE PROPERTY, AS DESCRIBED ABOVE, ARE

PAGE-2

## NOTICE OF AVAILABILITY

SUFFICIENTLY COMPLETE TO ALLOW YOU TO BEGIN CONSTRUCTION OF A NEW DWELLING.

MEL PARKER GOES TO THAT REFERENCE AND IT SAYS:

A) E.P.A. SHALL PROVIDE A "NOTICE OF AVAILABILITY OF PROPERTY TO THE OWNER UPON COMPLETION OF THE RESPONSE ACTIONS AT THE SCREENING PLANT. THE OWNER MAY COMMENCE CONSTRUCTION OF A NEW DWELLING ON THE DATE OF ISSUANCE OF THE "NOTICE".

\* I'M HAVING A PROBLEM WITH HIS INTERPRETATION

2) PAUL THEN GOES ON TO SAY:

"THE NOTICE OF AVAILABILITY DOES NOT RELIEVE THE GOVT. OF MAINTENANCE COMMITMENTS FOR THE SCREENING PLANT PROPERTY OR CLEAN-UP OF THE NORTH SIDE OF HI-WAY-37".

LET ME REFERENCE THE 2ND - "WHERE AS" ON THE FIRST PAGE OF THE REIMBURSEMENT AGREEMENT

IT STATES:

WHERE AS, THE OWNER IS THE OWNER OF THE LAND AND IMPROVEMENTS (THE PROPERTY) WITHIN THE SCREENING PLANT, A FORMER PROCESSING FACILITY LOCATED WITHIN THE SITE.

\* THIS STATEMENT DEFINES THE PARAMETERS OF THE PROPERTY AS IT RELATES TO "THE NOTICE OF AVAILABILITY."

## PAGE-3 NOTICE OF AVAILABILITY

TO CONTINUE WITH PAUL'S LETTER, PARAGRAPH-4\*  
SECOND PAGE.

HE STATES:

IT (REFERRING TO THE NOTICE OF AVAILABILITY)  
SERVES ONLY AS A NOTICE THAT THE GOVT.  
HAS DETERMINED IT IS SAFE AND PRACTICAL  
FOR US TO BEGIN CONSTRUCTION OF A NEW  
DWELLING, AND THE TEMPORARY RELOCATION  
ASSISTANCE PERIOD WILL CONTINUE FOR ONLY SIX  
MORE MONTHS.

ISSUANCE OF THE NOTICE OF AVAILABILITY IS  
NOT CONTINGENT UPON COMPLETION OF CLEAN-UP  
ON THE NORTH SIDE OF HI-WAY-37\*

QUESTION:

WHERE DO I LOOK FOR THESE COMMENTS IN  
THE SIGNED REIMBURSEMENT AGREEMENT WITH E.P.R.

PAUL CONTINUES:

WORK IN THIS AREA DOES NOT AFFECT YOUR  
ABILITY TO BEGIN CONSTRUCTION OF A NEW  
DWELLING AND WILL NOT CAUSE ANY UNSAFE  
CONDITIONS.

\* PLEASE KEEP IN MIND THAT THIS APPROACH IS  
CONSISTENT WITH ALL OTHER RESIDENTIAL LOCATIONS  
IN LIBBY. RESIDENTS ARE ONLY PROVIDED RELOCATION  
ASSISTANCE FOR THE TIME THE GOVT. FEELS IT IS  
UNSAFE FOR THEM TO OCCUPY THEIR PROPERTY.

(12) (NOBLES !!)

## PAGE-4 NOTICE OF AVAILABILITY

COMMENT: THIS STATEMENT IS LUDICEDOUS  
THE E.P.A DID NOT HAVE A PROTOCOL FOR  
RESIDENTIAL CLEAN-UP IN LIBBY WHEN OUR  
REIMBURSEMENT AGREEMENT WAS SIGNED AND  
AGREED TO BY BOTH PARTIES.

ARE YOU FOLKS TRYING TO AMEND, MODIFY THIS  
AGREEMENT WITH THE E.P.A? IT CAN ONLY BE  
DONE BY WRITTEN INSTRUMENTS SIGNED BY BOTH  
PARTIES HERETO.

PLEASE ALLOW ME TO QUICKLY DRAW YOUR ATTENTION  
TO THE CLOSING COMMENT OF PARAGRAPH-2<sup>nd</sup> OF  
PAUL'S LETTER DATED MARCH-26/04.

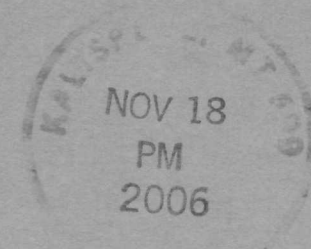
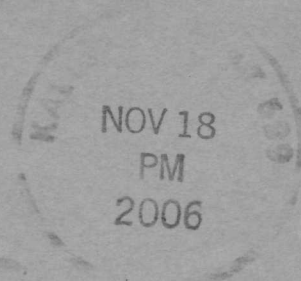
\* HE STATES:

PLEASE KNOW THAT YOU MAY ACCESS YOUR  
PROPERTY AT ANYTIME TO BEGIN PREPARATION  
OF YOUR DWELLING



MEI; LERAN PARKER  
P.O. Box - 609  
LIBBY, MT.

NOV 18 59923.  
PM  
2006



MR MAX DODSON  
E.P.A. - REGION-8<sup>#</sup>

SUITE - 300

999 - 18<sup>ST.</sup>

DENVER, CO. - 80202-2466

RE- PAPER TRAIL  
2<sup>#</sup>

